

Fill in this information to identify the case:

Debtor 1 Diana Gail Sutton

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of Tennessee

Case number 1:20-bk-10340-NWW

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

U.S. Bank Trust, N.A.,

Name of creditor: as Trustee of the Cabana Series III TrustCourt claim no. (if known): 3-1

Last 4 digits of any number you use to
identify the debtor's account:

4 1 8 4

Date of payment change:

Must be at least 21 days after date
of this notice 11/01/2020

New total payment:

Principal, interest, and escrow, if any \$ 900.37

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☒ No

☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____

Current escrow payment: \$ _____

New escrow payment: \$ _____

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☒ No

☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: 6.00%New interest rate: 5.00%Current principal and interest payment: \$ 687.86New principal and interest payment: \$ 647.36

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement.
(Court approval may be required before the payment change can take effect.)

Reason for change: _____

Current mortgage payment: \$ _____

New mortgage payment: \$ _____

Debtor 1 Diana Gail Sutton
First Name Middle Name Last Name

Case number (if known) 1:20-bk-10340-NWW

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor.

☒ I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

X /s/ Michelle R. Ghidotti-Gonsalves, Esq.
Signature

Date 10/19/2020

Print: Michelle R. Ghidotti-Gonsalves
First Name Middle Name Last Name

Title Authorized Agent for Secured Creditor

Company Ghidotti Berger, LLP

Address 1920 Old Tustin Avenue
Number Street
Santa Ana CA 92705
City State ZIP Code

Contact phone 949-427-2010

Email bknotifications@ghidottigberger.com

CERTIFICATE OF SERVICE

On October 19, 2020, I served the foregoing document described as *Notice of Mortgage Payment Change* on the following individuals by electronic means through the Court's ECF program:

COUNSEL(S) FOR DEBTOR(S)

Barbara Sims Arthur barb_arthur@hotmail.com, barbara_arthur@msn.com

TRUSTEE(S)

Kara L. West chattecf@ch13-trustee.com, chattecf@trustee13.com,
chattecf@ch13cha.com
U.S. Trustee Ustpreion08.cn.ecf@usdoj.gov

On October 19, 2020, I served the foregoing documents described as *Notice of Mortgage Payment Change* on the following individuals by depositing true copies thereof in the United States mail at Santa Ana, California enclosed in a sealed envelope, with postage paid, addressed as follows:

Debtor

Diana Gail Sutton

4402 Kayla Circle

Chattanooga, TN 37406-1276

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

/s/ Ricardo Becker
Ricardo Becker



BSI Financial Services
314 S Franklin St. / Second Floor PO Box 517
Titusville PA 16354
Toll Free: 800-327-7861
Fax: 814-217-1366
myloanweb.com/BSI

September 9, 2020

DIANA GAIL SUTTON
4402 KAYLA CIR
CHATTANOOGA TN 37406

Loan Number: [REDACTED]
Property Address: 4402 KAYLA CIR
CHATTANOOGA TN 37406

Dear DIANA GAIL SUTTON:

Changes to Your Mortgage Interest Rate and Payments on 10/01/20

Under the terms of your Adjustable-Rate Mortgage (ARM), you had a 006 month(s) period during which your interest rate stayed the same. That period ends on 10/01/20, so on that date your interest rate and mortgage payment change. After that, your interest rate may change every 6 month(s) for the rest of your loan term.

	Current Rate and Monthly Payment	New Rate and Monthly Payment
Interest Rate	6.00000%	5.00000%
Principal	\$ 299.05	\$ 324.64
Interest	\$ 388.81	\$ 322.75
Escrow (Taxes and Insurance)	\$ 252.98	\$ 252.98
Total Monthly Payment	\$ 940.84	\$ 900.37 due November 1, 2020

Interest Rate: We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin." Under your loan agreement, your index rate is 0.30988% and your margin is 4.65000%. The 6 MO LIBOR- 1ST BUS DAY is published Monthly in WALL STREET JOURNAL.

Licensed as Servis One, Inc. dba BSI Financial Services.

BSI NMLS # 38078. Customer Care Hours: Mon. - Fri. 8:00 am to 11:00 pm (ET) and Sat. 8:00 am to 12:00 pm (ET).
If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.



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Rate Limit(s): Your rate cannot go higher than 14.62500% over the life of the loan. Your rate can change each 006 months by no more than 1.00000%. We did not include an additional 0.00000% interest rate increase to your new rate because a rate limit applied. This additional increase may be applied to your interest rate when it adjusts again on 04/01/21.

New Interest Rate and Monthly Payment: The table above shows your new interest rate and new monthly payment. Your new payment is based on the 6 MO LIBOR- 1ST BUS DAY, your margin, 4.65000% your loan balance of \$ 77460.62, and your remaining loan term of 166 months.

Prepayment Penalty: None

If You Anticipate Problems Making Your Payments:

- Contact the Customer Care Department at 1-1800-327-7861 as soon as possible.
- If you seek an alternative to upcoming changes to your interest rate and payment, the following options **may** be possible (most are subject to lender approval):
 - Refinance your loan.
 - Sell your home and use the proceeds to pay off your current loan.
 - Modify your loan terms with investor.
 - Payment forbearance temporarily gives you more time to pay your monthly payment.
- If you would like contact information for counseling agencies or program in your area, call the U.S. Department of Housing and Urban Development (HUD) at 1-800-569-4287 or visit www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm, or the U. S. Consumer Finance Protection Bureau (CFPB) at <http://www.consumerfinance.gov> . If you would like to contact information for state housing finance agency, contact U.S. Consumer Finance Protection Bureau (CFPB) at <http://www.consumerfinance.gov/mortgagehelp>.

Should you have any questions regarding this notice, please reach out to ANDREW CURTISS, you Single Point of Contact for this loan, at 1-888-738-5873.

BSI Financial Services
314 S Franklin St, 2nd Floor
Titusville, PA 16354
NMLS # 38078; # 1195811

If you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If these circumstances apply, this notice is not and should not be construed to be a

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